Adrienne C. Publicover (SBN 161432)
Email: adrienne.publicover@wilsonelser.com
Sherida A. Stroble (SBN 202717
Email: sherry.stroble@wilsonelser.com
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP
555 South Flower Street, Suite 2900
Los Angeles, California 90071
Telephone: (213) 443-5100
Facsimile: (213) 443-5101
Attorneys for Defendants
LIFE INSURANCE COMPANY OF NORTH AMERICA, an Illinois corporation, GROUP LONG TERM DISABILITY INSURANCE PLAN FOR ADMINISTAFF OF TEXAS INC. AND PARTICIPATING COMPANIES, a group Welfare benefits plan under ERISA

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

TODD NASH, an individual Plaintiff, v. LIFE INSURANCE COMPANY OF NORTH AMERICA, an Illinois corporation, GROUP LONG TERM DISABILITY INSURANCE PLAN FOR ADMINISTAFF OF TEXAS INC. AND PARTICIPATING COMPANIES, a group welfare benefits plan under ERISA, Defendant.	Case No.: 08 CV 0893 WQH (RBB) Action Filed: May 20, 2008 Judge: Hon. William Q. Hayes **DEFENDANTS' ANSWER TO COMPLAINT**

COME NOW Defendants LIFE INSURANCE COMPANY OF NORTH AMERICA ("LINA") and GROUP LONG TERM DISABIILTY INSURANCE PLAN FOR ADMINISTAFF OF TEXAS INC. AND PARTICIPATING COMPANIES ("the PLAN") (collectively referred to as "Defendants") and hereby answer Plaintiff TODD NASH's ("Plaintiff") Complaint in accordance with the numbered Paragraphs therein, admitting, denying, and alleging as follows:

Federal Rule of Civil Procedure 8(a)(2) states, in pertinent part, that a pleading that sets forth a claim for relief shall provide a "short and plain statement of the claim showing that the pleader is entitled to relief." Moreover, Rule 8(e)(1) states that "[e]ach averment of a pleading shall be simple concise, and direct." The Complaint violated these provisions as it contains partial quotes, unnecessary advocacy, and footnotes defining and discussing medical terms. In answering the Complaint, Defendants are only required to address the averments upon which Plaintiff relies to allegedly state a claim.

ANSWERS TO COMPLAINT

1. In response to Paragraph 1 of the Complaint, Defendants admit that a controversy exists between the parties as to benefits under the Plan, that the Employee Retirement Income Security Act of 1974 ("ERISA"), 26 U.S.C. § 1001 et seq., governs Plaintiff's claims in this action, and that jurisdiction is proper.

2. In response to Paragraph 2 of the Complaint, Defendants admit that venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2).

3. In response to Paragraph 3 of the Complaint, Defendants admit that a controversy exists between the parties as to benefits under the Plan and that the Employee Retirement Income Security Act of 1974 ("ERISA"), 26 U.S.C. § 1001 et seq., governs Plaintiff's claims in this action. Defendants admit Plaintiff has fully exhausted his administrative remedies under the Plan.

4. In response to Paragraph 4 of the Complaint, Defendants admit that the terms of the Complaint are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that they should be enjoined from adding new procedures to claims handling, the Plan or any other related activity.

5. In response to Paragraph 5 of the Complaint, Defendants admit that a controversy exists between the parties as to benefits under the Plan and that the Employee Retirement Income Security Act of 1974 ("ERISA"), 26 U.S.C. § 1001 et seq., governs Plaintiff's claims in this action. Defendants further admit that LINA is the claims administrator of the Plan, providing insurance under a group policy responsible for making benefits and eligibility decisions under the Plan. Defendants deny that Plaintiff is entitled to further long term disability ("LTD") benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny all

other allegations contained therein.

6. In response to Paragraph 6 of the Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations therein, and, on that basis, admit that Plaintiff was and is a resident and citizen of the County of San Diego, State of California.

7. In response to Paragraph 7 of the Complaint, Defendants admit that LINA issued Group Plan Number SLK-030024, pursuant to ERISA, on behalf of Morpho Technologies ("Morpho"), and that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document.

8. In response to Paragraph 8 of the Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations therein, and, on that basis, admit that Administaff, Inc. whose corporate headquarters are located in Houston, Texas, has 49 offices in 24 markets, including San Diego and Los Angeles.

9. In response to Paragraph 9 of the Complaint, Defendants admit the allegations in said Paragraph.

10. In response to Paragraph 10 of the Complaint, Defendants admit that LINA is a subsidiary of CIGNA.

11. In response to Paragraph 7 of the Complaint, Defendants admit that LINA issued Group Plan Number SLK-030024, pursuant to ERISA, on behalf of Morpho Technologies ("Morpho"), and that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

12. In response to Paragraph 12 of the Complaint, Defendants admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document and that Plaintiff's employment records are the best proof and evidence of his "Class" of insurance. Defendants deny that Plaintiff is entitled to further

LTD benefits under the Plan or pre-judgment or post-judgment interest, or attorneys' fees and costs.

13. In response to Paragraph 13 of the Complaint, Defendants admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan or pre-judgment or post-judgment interest, or attorneys' fees and costs.

14. In response to Paragraph 14 of the Complaint, Defendants admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan or pre-judgment or post-judgment interest, or attorneys' fees and costs.

15. In response to Paragraph 15 of the Complaint, Defendants admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan or pre-judgment or post-judgment interest, or attorneys' fees and costs.

16. In response to Paragraph 16 of the Complaint, Defendants admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan or pre-judgment or post-judgment interest, or attorneys' fees and costs.

17. In response to Paragraph 17 of the Complaint, Defendants admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan or pre-judgment or post-judgment interest, or attorneys' fees and costs.

18. In response to Paragraph 18 of the Complaint, Defendants admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan or pre-judgment or post-judgment interest, or attorneys' fees and costs.

///

///

19. In response to Paragraph 19 of the Complaint, Defendants admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan or pre-judgment or post-judgment interest, or attorneys' fees and costs.

20. In response to Paragraph 20 of the Complaint, Defendants admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants further admit that LINA is the claims administrator of said Plan, providing insurance under a group policy responsible for making benefits and eligibility decisions under the Plan. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan or pre-judgment or post-judgment interest, or attorneys' fees and costs.

21. In response to Paragraph 21 of the Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations therein, and, on that basis, admit that Plaintiff was employed by Morpho in September 2003. Defendants further admit that Plaintiff's claim file and records and file, including pay stubs and employment records, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

22. In response to Paragraph 22 of the Complaint, Defendants admit that Plaintiff's claims file and records, including employment records, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

23. In response to Paragraph 23 of the Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations therein, and, on that basis, admit that Plaintiff was the Vice President of Business Development at Morpho. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

24. In response to Paragraph 24 of the Complaint, Defendants admit that Plaintiff's claims file and records, including employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, deny the remaining allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

25. In response to Paragraph 25 of the Complaint, Defendants admit that Plaintiff's claims file and records, including employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, deny the remaining allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

26. In response to Paragraph 26 of the Complaint, Defendants admit that Plaintiff's claims file and records, including employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

27. In response to Paragraph 27 of the Complaint, Defendants admit that Plaintiff's claims file and records, including employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

/ / /

/ / /

28. In response to Paragraph 28 of the Complaint, Defendants admit that the definitions adopted and/or codified by the United States Department of Labor are the best proof and evidence of the nature and import of those terms. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

29. In response to Paragraph 29 of the Complaint, Defendants admit that the definitions adopted and/or codified by the United States Department of Labor are the best proof and evidence of the nature and import of those terms. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

30. In response to Paragraph 30 of the Complaint, Defendants admit that the definitions adopted and/or codified by the United States Department of Labor are the best proof and evidence of the nature and import of those terms. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

31. In response to Paragraph 31 of the Complaint, Defendants admit that the Department of Labor's former Dictionary of Occupational Titles, the Occupational Outlook Handbook and the Occupational Information Network located at http://online.onetcenter.org are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

32. In response to Paragraph 32 of the Complaint, Defendants admit that documents published and/or circulated by the Occupational Information Network located at http://online.onetcenter.org, the American Insurance Association, the Insurance Information Institute, the National Association of Independent Insurers and the Group Underwriters Association of America stating their endorsements are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

33. In response to Paragraph 33 of the Complaint, Defendants admit that Plaintiff's claims and records, including medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

34. In response to Paragraph 34 of the Complaint, Defendants admit that Plaintiff's claims file and records, including medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

35. In response to Paragraph 35 of the Complaint, Defendants admit that Plaintiff's claim file and records, including medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

36. In response to Paragraph 36 of the Complaint, Defendants admit that Plaintiff's claim file and records, including documentation of Plaintiff's July 2003 radiographic testing and August 8, 2003 standing AP of the Hips, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

37. In response to Paragraph 37 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information

sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

38. In response to Paragraph 38 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

39. In response to Paragraph 39 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

40. In response to Paragraph 40 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

41. In response to Paragraph 41 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

42. In response to Paragraph 42 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

43. In response to Paragraph 43 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

44. In response to Paragraph 44 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, as well as pharmaceutical literature about narcotic pain medications are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

45. In response to Paragraph 45 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

46. In response to Paragraph 46 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without

knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

47. In response to Paragraph 47 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

48. In response to Paragraph 48 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

49. In response to Paragraph 49 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

50. In response to Paragraph 50 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the

allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

51. In response to Paragraph 51 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and notes taken by Plaintiff's treating orthopedist, Dr. Tohidi on September 5, 2003, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

52. In response to Paragraph 52 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and notes taken by Plaintiff's treating orthopedist, Dr. Tohidi, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

53. In response to Paragraph 53 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and employment records, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants are only required to respond to factual allegations, not to allegations concerning Plaintiff's application and interpretation of the law. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, except as expressly admitted or denied herein, deny the remaining allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

54. In response to Paragraph 54 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to

further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

55. In response to Paragraph 55 of the Complaint, Defendants admit that Plaintiff submitted a claim to LINA. Defendants further admit that Plaintiff's claim file and records, including medical records, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

56. In response to Paragraph 56 of the Complaint, Defendants admit that Plaintiff's claim file and records, including employment records and pay stubs, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

57. In response to Paragraph 57 of the Complaint, Defendants admit that Plaintiff's claim file and records, including employment records and pay stubs, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

58. In response to Paragraph 58 of the Complaint, Defendants admit that Plaintiff's claim file and records, including employment records and pay stubs, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants are only required to respond to factual allegations, not to allegations concerning Plaintiff's application and interpretation of the law. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

///

///

59. In response to Paragraph 59 of the Complaint, Defendants admit that LINA makes monthly LTD payments to qualified claimants. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

60. In response to Paragraph 60 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

61. In response to Paragraph 61 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Morpho General Counsel/Vice-President Human Resources Mary Beth Carney's description of Plaintiff's occupational duties dated October 9, 2003, is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

62. In response to Paragraph 62 of the Complaint, Defendants admit that LINA paid Plaintiff STD benefits. Defendants also admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants further admit that Plaintiff's claim file and records, including LINA's October 14, 2003 letter regarding Plaintiff's STD benefits, is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

63. In response to Paragraph 63 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the

allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

64. In response to Paragraph 64 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and reports drafted in January 2004 by Plaintiff's treating orthopedist, Dr. Tohidi, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

65. In response to Paragraph 65 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and the report drafted on January 14, 2004 by Plaintiff's treating orthopedist, Dr. Tohidi, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

66. In response to Paragraph 66 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and the report drafted on January 14, 2004 by Plaintiff's treating orthopedist, Dr. Tohidi, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

67. In response to Paragraph 67 of the Complaint, Defendants admit that Plaintiff's claim file and records, including the January 29, 2004 letter drafted by CIGNA's vocational rehabilitation counselor, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

68. In response to Paragraph 68 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's employment records, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

69. In response to Paragraph 69 of the Complaint, Defendants admit that LINA paid Plaintiff STD benefits. Defendants also admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants further admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

70. In response to Paragraph 70 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's letter of March 16, 2004, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

71. In response to Paragraph 71 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's letter of March 16, 2004, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

72. In response to Paragraph 72 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, including receipts for prescription refills, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

73. In response to Paragraph 73 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's Social Security Disability Income benefits

application, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

74. In response to Paragraph 74 of the Complaint, Defendants admit that definitions codified by the Social Security Administration ("SSA") are the best proof and evidence of the nature and import of the definitions of terms used by the SSA. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

75. In response to Paragraph 75 of the Complaint, Defendants admit that Plaintiff's claim file and records, including the letter from the SSA dated June 5, 2004, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

76. In response to Paragraph 76 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants admit that definitions codified by the Social Security Administration ("SSA") are the best proof and evidence of the nature and import of the definitions of terms used by the SSA. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said paragraph.

77. In response to Paragraph 77 of the Complaint, Defendants admit that Plaintiff's claim file and records, including letters from the Social Security Administration ("SSA"), are the best proof and evidence of the nature and import of those documents. Defendants admit that definitions codified by the SSA are the best proof and evidence of the nature and import of the

definitions of terms used by the SSA. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said paragraph.

78. In response to Paragraph 78 of the Complaint, Defendants admit that Plaintiff's claim file and records, including documents drafted by the SSA are the best proof and evidence of the nature and import of those documents. Defendants admit that definitions codified by the Social Security Administration ("SSA") are the best proof and evidence of the nature and import of the definitions of terms used by the SSA. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said paragraph.

79. In response to Paragraph 79 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and the report drafted on January 4, 2005 by Dr. Tohidi, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said paragraph.

80. In response to Paragraph 80 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and the reports drafted by Dr. Tohidi, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-

judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said paragraph.

81. In response to Paragraph 81 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and the reports drafted by Dr. Tohidi, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said paragraph.

82. In response to Paragraph 82 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, including receipts for prescription refills, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

83. In response to Paragraph 83 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and the reports drafted by Dr. Tohidi, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

84. In response to Paragraph 84 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical and employment records, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence

of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said paragraph.

85. In response to Paragraph 85 of the Complaint, Defendants admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan or pre-judgment or post-judgment interest, or attorneys' fees and costs.

86. In response to Paragraph 86 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said paragraph.

86-a. In response to Paragraph 86-a of the Complaint, Defendants admit that Plaintiff's claim file and records, including earning records, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

87. In response to Paragraph 87 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and the reports drafted by Drs. Tohidi and Eccles, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is

entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

88. In response to Paragraph 88 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and the reports drafted by Dr. Eccles, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

89. In response to Paragraph 89 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny all remaining allegations in said Paragraph.

90. In response to Paragraph 90 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and the reports drafted by Dr. Eccles and surveillance reports, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

91. In response to Paragraph 91 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records and the reports drafted by Drs. Tohidi and Eccles, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that

Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

92. In response to Paragraph 92 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Dr. Tohidi's October 2005 Physical Ability Assessment form ("PAA), are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

93. In response to Paragraph 93 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Dr. Tohidi's October 2005 PAA, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

94. In response to Paragraph 94 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Dr. Tohidi's October 2005 PAA form, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

95. In response to Paragraph 95 of the Complaint, Defendants admit that Plaintiff's claim file and records, including surveillance reports, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

96. In response to Paragraph 96 of the Complaint, Defendants admit that Plaintiff's claim file and records, including surveillance reports, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

97. In response to Paragraph 97 of the Complaint, Defendants admit that Plaintiff's claim file and records, including surveillance reports, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

97-a-e. In response to Paragraph 97-a-e of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said paragraph.

98. In response to Paragraph 98 of the Complaint, Defendants admit that Plaintiff's claim file and records, including surveillance reports, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

99. In response to Paragraph 99 of the Complaint, Defendants admit that Plaintiff's claim file and records, including surveillance reports, are the best proof and evidence of the nature and import of those documents. Except as expressly admitted or denied herein, Defendants deny all remaining allegations in said Paragraph.

100. In response to Paragraph 100 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants further admit that the terms of the Plan are contained within the document itself

which is the best proof and evidence of the nature and import of the document. Except as expressly admitted or denied herein, Defendants deny all remaining allegations in said Paragraph.

101. In response to Paragraph 101 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's medical records, including receipts for prescription refills, are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph.

102. In response to Paragraph 102 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's records of benefits payments and Plaintiff's check stubs, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said paragraph.

103. In response to Paragraph 103 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA letter of December 13, 2005, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

104-a-j. In response to Paragraph 104-a-j of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny all remaining allegations in said Paragraph.

105. In response to Paragraph 105 of the Complaint, Defendants admit that Plaintiff's claim file and records, including surveillance reports and correspondence from LINA to Plaintiff, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

106. In response to Paragraph 106 of the Complaint, Defendants admit that Plaintiff's claim file and records, including surveillance reports and correspondence from LINA to Plaintiff, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

107. In response to Paragraph 107 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

108. In response to Paragraph 108 of the Complaint, Defendants admit that Plaintiff's claim file and records, including surveillance reports, are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny all remaining allegations in said Paragraph.

///

109. In response to Paragraph 109 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's denial letter of December 13, 2005, are the best proof and evidence of the nature and import of those documents. Defendants deny that the surveillance was misrepresented and faulty. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

110. In response to Paragraph 110 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's denial letters, are the best proof and evidence of the nature and import of those documents. Defendants admit that no payment was sent to Plaintiff following his denial of benefits. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

111. In response to Paragraph 111 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's denial letter of December 13, 2005, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

112. In response to Paragraph 112 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's denial letter of December 13, 2005, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Defendants are only required to respond to factual allegations, not to allegations concerning Plaintiff's application and interpretation of the law. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

///

113. In response to Paragraph 113 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's letter of December 19, 2005, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

114. In response to Paragraph 114 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's letter of December 19, 2005, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny all remaining allegations in said Paragraph.

115. In response to Paragraph 115 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's letter of December 19, 2005, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

116. In response to Paragraph 116 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's letter of December 19, 2005, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny all remaining allegations in said Paragraph.

117. In response to Paragraph 117 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's letter of December 19, 2005, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining

allegations in said Paragraph.

118. In response to Paragraph 118 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny all remaining allegations in said Paragraph.

119. In response to Paragraph 119 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny all remaining allegations in said Paragraph.

120. In response to Paragraph 120 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny all remaining allegations in said Paragraph.

121. In response to Paragraph 121 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny all remaining allegations in said Paragraph.

122. In response to Paragraph 122 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, deny the remaining allegations in said Paragraph.

123. In response to Paragraph 123 of the Complaint, Defendants admit that 29 C.F.R. § 2560.503-1 (m)(8) is the best proof and evidence of the nature and import of that code section. Defendants are only required to respond to factual allegations, not to allegations concerning Plaintiff's application and interpretation of the law. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

124. In response to Paragraph 124 of the Complaint, Defendants admit that 29 C.F.R. § 2560.503-1 (m)(8) is the best proof and evidence of the nature and import of that code section. Defendants are only required to respond to factual allegations, not to allegations concerning Plaintiff's application and interpretation of the law. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

125. In response to Paragraph 125 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants are only required to respond to factual allegations, not to allegations concerning Plaintiff's application and interpretation of the law. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

126. In response to Paragraph 126 of the Complaint, Defendants deny all allegations in said Paragraph in their entirety.

127. In response to Paragraph 127 of the Complaint, Defendants admit that LINA is the claims administrator of said Plan, providing insurance under a group policy responsible for making benefits and eligibility decisions under the Plan. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Defendants are only required to respond to factual allegations, not to allegations concerning Plaintiff's application and interpretation of the law. Except as expressly

admitted or denied herein, Defendants deny the remaining allegations in said Paragraph in their entirety.

127-(1)-(5). In response to Paragraph 127-(1)-(5) of the Complaint, Defendants deny all of the allegations in said Paragraph in their entirety.

128. In response to Paragraph 128 of the Complaint, Defendants admit that Plaintiff's claim file and records, including employment records, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, deny the remaining allegations in said Paragraph.

129. In response to Paragraph 129 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants further admit that the terms of the Plan are contained within the document itself which is the best proof and evidence of the nature and import of the document. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs.

130. In response to Paragraph 130 of the Complaint, Defendants admit that Plaintiff's claim file and records, including reports drafted by Dr. Stacey Lin, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

131. In response to Paragraph 131 of the Complaint, Defendants admit that Plaintiff's claim file and records, including reports drafted by Dr. Patrick Padilla regarding his examination of Plaintiff on January 4, 2006, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said

Paragraph.

132. In response to Paragraph 132 of the Complaint, Defendants admit that Plaintiff's claim file and records, including reports drafted by Dr. Patrick Padilla on or about January 4, 2006, and the definition of osteophytes found in a medical dictionary are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

133. In response to Paragraph 133 of the Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny all the allegations in said Paragraph.

134. In response to Paragraph 134 of the Complaint, Defendants admit that Plaintiff's claim file and records, including reports drafted by Dr. James Helgager on or about February 9, 2006, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

135. In response to Paragraph 135 of the Complaint, Defendants admit that Plaintiff's claim file and records, including reports drafted by Drs. Tohidi, Lin, Padilla and Helgager, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

136. In response to Paragraph 136 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Dr. Helgager's Physical Ability Assessment form, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the

remaining allegations in said Paragraph.

137. In response to Paragraph 137 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Dr. Lin's report on or about March 13, 2006, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

138. In response to Paragraph 138 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Dr. Lin's Physical Ability Assessment form, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

139. In response to Paragraph 139 of the Complaint, Defendants admit that Plaintiff's claim file and records, including reports drafted by Dr. James Helgager, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

140. In response to Paragraph 140 of the Complaint, Defendants admit that Plaintiff's claim file and records, including his pharmacy records, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

141. In response to Paragraph 141 of the Complaint, Defendants admit that Plaintiff's claim file and records, including his appeal submittal and addendum, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled

to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants admit the remaining allegations in said Paragraph.

142. In response to Paragraph 142 of the Complaint, Defendants admit that Plaintiff's claim file and records, including his appeal submittal and addendum, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants admit the remaining allegations in said Paragraph.

143. In response to Paragraph 143 of the Complaint, Defendants admit that Plaintiff's claim file and records, including his appeal submittal and addendum, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants admit the remaining allegations in said Paragraph.

144. In response to Paragraph 144 of the Complaint, Defendants admit that Plaintiff's claim file and records, including his appeal submittal and addendum and medical records from Drs. Ozerkis, Tohidi, Duff, Lin, Padilla, and Helgager, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants admit the remaining allegations in said Paragraph.

145. In response to Paragraph 145 of the Complaint, Defendants admit that Plaintiff's claim file and records, including his appeal submittal and addendum, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants admit the remaining allegations in said Paragraph.

146. In response to Paragraph 146 of the Complaint, Defendants admit that Plaintiff's claim file and records, including his appeal submittal and addendum, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants admit the remaining allegations in said Paragraph.

147. In response to Paragraph 147 of the Complaint, Defendants admit that Plaintiff's claim file and records, including his appeal submittal and document entitled "Professional History and Job Analysis", are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

148. In response to Paragraph 148 of the Complaint, Defendants admit that Plaintiff's claim file and records, including his appeal submittal and Functional Capacity Evaluation, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, deny the remaining allegations in said Paragraph.

149. In response to Paragraph 149 of the Complaint, Defendants admit that Plaintiff's claim file and records, including his appeal submittal, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, deny the remaining allegations in said Paragraph.

150. In response to Paragraph 150 of the Complaint, Defendants admit that Plaintiff's claim file and records, including his appeal submittal, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD

benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, deny the remaining allegations in said Paragraph.

151. In response to Paragraph 151 of the Complaint, Defendants admit that Plaintiff's claim file and records, including surveillance reports and LINA's denial letter, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

152. In response to Paragraph 152 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's 15 page affidavit attached as Exhibit B to the Complaint and Functional Capacity Evaluation attached as Exhibit C to the Complaint, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

153. In response to Paragraph 153 of the Complaint, Defendants admit that Plaintiff's claim file and records, including articles accompanying Plaintiff's appeal, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, deny the remaining allegations in said Paragraph.

154. In response to Paragraph 154 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's "Analysis of Denial and Benefits Letter" attached as Exhibit D to the Complaint, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly

admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

155. In response to Paragraph 155 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's July 10, 2006 denial letter of Plaintiff's appeal attached as Exhibit E to the Complaint, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

156. In response to Paragraph 156 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's July 10, 2006 denial letter of Plaintiff's appeal attached as Exhibit E to the Complaint, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

157. In response to Paragraph 157 of the Complaint, Defendants admit that Plaintiff's claim file and records, including medical records and doctors' reports, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

158. In response to Paragraph 158 of the Complaint, Defendants admit that Plaintiff's claim file and records, including medical records and doctors' reports, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

/ / /

159. In response to Paragraph 159 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's denial letters, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

160. In response to Paragraph 160 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's July 18, 2006 letter, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

161. In response to Paragraph 161 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's July 18, 2006 letter, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

162. In response to Paragraph 162 of the Complaint, Defendants admit that Plaintiff's claim file and records, including reports drafted by occupational consultants, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

163. In response to Paragraph 163 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's July 28, 2006, September 8, 2006, and October 16, 2006 letters, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-

judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

164. In response to Paragraph 164 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

165. In response to Paragraph 165 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's January 4, 2007 second appeal attached as Exhibit F to the Complaint, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

166. In response to Paragraph 166 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's January 4, 2007 second appeal attached as Exhibit F to the Complaint, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

167. In response to Paragraph 167 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's January 4, 2007 second appeal attached as Exhibit F to the Complaint and 1991 D.O.T. and O*NET, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

168. In response to Paragraph 168 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's January 4, 2007 second appeal attached as Exhibit F

to the Complaint, table of exam dates and medical chronology attached as Exhibit G to the Complaint, and time line attached as Appendix A to the Complaint are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

169. In response to Paragraph 169 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's January 4, 2007 second appeal and a letter from Dr. Tohidi, dated October 23, 2006, attached as Exhibit F to the Complaint, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

170. In response to Paragraph 170 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's February 21, 2007 letter, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

171. In response to Paragraph 171 of the Complaint, Defendants admit that Plaintiff's claim file and records, including correspondence on February 28, 2007 and April 20, 2007 from Plaintiff's counsel to LINA, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

172. In response to Paragraph 172 of the Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, deny the allegations in said Paragraph. Defendants deny that Plaintiff is entitled to

further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs

173. In response to Paragraph 173 of the Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, admit that Plaintiff's counsel contacted the California Department of Insurance ("CDI"). Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

174. In response to Paragraph 174 of the Complaint, Defendants admit that Plaintiff's claim file and records, including correspondence between LINA and Plaintiff's counsel and correspondence from the CDI, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

175. In response to Paragraph 175 of the Complaint, Defendants admit that Plaintiff's claim file and records, including medical records and doctors' reports, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

176. In response to Paragraph 176 of the Complaint, Defendants admit that Plaintiff submitted second appeal materials on or about June 26, 2007 and July 7, 2007. Defendants further admit that Plaintiff's claim file and records, including Plaintiff's second appeal materials, are the best proof and evidence of the nature and import of those documents. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

177. In response to Paragraph 177 of the Complaint, Defendants admit that Plaintiff's claim file and records, including any records sent to outside peer review, are the best proof and

evidence of the nature and import of those documents. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

178. In response to Paragraph 178 of the Complaint, Defendants admit that Intracorp d/b/a International Rehabilitation Associates, Inc. is a wholly-owned subsidiary of CIGNA.

179. In response to Paragraph 179 of the Complaint, Defendants admit that Plaintiff's claim file and records, including LINA's July 18, 2007 denial letter attached as Exhibit H to the Complaint, are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

180. In response to Paragraph 180 of the Complaint, Defendants admit that Plaintiff's claim file and records, including medical records, are the best proof and evidence of the nature and import of those documents. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

181. In response to Paragraph 181 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

182. In response to Paragraph 182 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

183. In response to Paragraph 183 of the Complaint, Defendants admit that Plaintiff's claim file and records are the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

///

184. In response to Paragraph 184 of the Complaint, Defendants admit that Plaintiff's claim file and records, including correspondence drafted by LINA, is the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

185. In response to Paragraph 185 of the Complaint, Defendants admit that Plaintiff's claim file and records, including correspondence drafted by LINA, medical records and reports, is the best proof and evidence of the nature and import of those documents. Defendants deny that Plaintiff is entitled to further LTD benefits under the Plan, or pre-judgment or post-judgment interest, or attorneys' fees and costs. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

186. In response to Paragraph 186 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's August 29, 2007 letter attached as Exhibit I to the Complaint, is the best proof and evidence of the nature and import of those documents. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

187. In response to Paragraph 187 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's August 29, 2007 letter attached as Exhibit I to the Complaint, is the best proof and evidence of the nature and import of those documents. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

188. In response to Paragraph 188 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's September 17, 2007 letter attached as Exhibit J to the Complaint, is the best proof and evidence of the nature and import of those documents. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

/ / /

189. In response to Paragraph 189 of the Complaint, Defendants admit that Plaintiff's claim file and records, including Plaintiff's September 17, 2007 letter attached as Exhibit J to the Complaint and any response from LINA, are the best proof and evidence of the nature and import of those documents. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

190. In response to Paragraph 190 of the Complaint, Defendants deny the allegations in their entirety.

191. In response to Paragraph 191 of the Complaint, Defendants admit that the content of the program which aired on CNN on April 25, 2008 is the best proof and evidence of the nature and import of that program. Except as expressly admitted or denied herein, Defendants deny the remaining allegations in said Paragraph.

192. In response to Paragraph 192 of the Complaint, Defendants deny all the allegations of said Paragraph in their entirety.

193. In response to Paragraph 193 of the Complaint, Defendants deny all the allegations of said Paragraph in their entirety.

194. In response to Paragraph 194 of the Complaint, Defendants deny all the allegations of said Paragraph in their entirety.

195. In response to Paragraph 195 of the Complaint, Defendants deny all the allegations of said Paragraph in their entirety.

196. In response to Paragraph 196 of the Complaint, Defendants deny all the allegations of said Paragraph in their entirety.

197. In response to Paragraph 197 of the Complaint, Defendants deny all the allegations of said Paragraph in their entirety.

198. In response to Paragraph 198 of the Complaint, Defendants deny all the allegations of said Paragraph in their entirety.

199. In response to Paragraph 199 of the Complaint, Defendants deny all the allegations of said Paragraph in their entirety.

/ / /

200. In response to Paragraph 200 of the Complaint, Defendants deny all the allegations of said Paragraph in their entirety.

201. In response to Paragraph 201 of the Complaint, Defendants deny all the allegations of said Paragraph in their entirety.

ANSWERS TO PRAYER FOR RELIEF

202. Defendants deny the Plaintiff is entitled to any of the relief requested by the Prayer for Relief, subsections 1, 2, 3, 4, 6, 7 and 8 in the Complaint.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

203. Plaintiff's Complaint fails to state a claim upon which relief may be granted against Defendants.

SECOND AFFIRMATIVE DEFENSE

(Proper Claim Decision)

204. The claim decision was correct and proper under the terms of the Plan.

THIRD AFFIRMATIVE DEFENSE

(Decision Not Arbitrary or Capricious)

205. Under the terms of the Plan, LINA is vested with discretionary authority to determine eligibility for benefits and to interpret the terms and provisions of the insurance policy. The claim decision is properly reviewed by the court under an arbitrary and capricious standard of review. The decision to deny Plaintiff's claim for continued long term disability benefits was not arbitrary and capricious.

FOURTH AFFIRMATIVE DEFENSE

(Ineligibility for Coverage)

206. Plaintiff was not eligible for coverage under the Plan as he failed to demonstrate total disability under the terms of the Plan.

///

///

FIFTH AFFIRMATIVE DEFENSE

(Waiver and Estoppel)

207. By his conduct or that of his agents, Plaintiff has waived, or is estopped to assert, every claim for relief against Defendants set forth in his Complaint.

SIXTH AFFIRMATIVE DEFENSE

(Parol Evidence Rule)

208. Plaintiff's claims for relief are barred by the parol evidence rule, to the extent that such rule has been made a part of the federal common law of ERISA.

SEVENTH AFFIRMATIVE DEFENE

(Unjust Enrichment)

209. Plaintiff's claims are barred by principles of unjust enrichment.

EIGHTH AFFIRMATIVE DEFENSE

(Privileged and Good Faith Conduct)

210. Defendants allege that each and every act or statement done or made by Defendants, or by Defendants' agents, with reference to Plaintiff, was privileged as a good faith assertion of Defendants' legal and contractual rights.

NINTH AFFIRMATIVE DEFENSE

(Failure to Comply with Plan Terms)

211. Defendants assert that Plaintiff has failed to comply with the terms of the Plan that is subject of this action, and accordingly, Plaintiff's claim for benefits is barred.

TEN AFFIRMATIVE DEFENSE

(Statute of Limitations)

212. Defendants assert that Plaintiff's claim for benefits is time barred under the provisions of the Plan that is the subject of this action, applicable statutes of limitations and/or statutes of limitations under ERISA.

/ / /

/ / /

/ / /

ELEVENTH AFFIRMATIVE DEFENSE

(Entitlement to Set-Off)

213. To the extent that a court holds that Plaintiff is entitled to benefits, which Defendants deny, Defendants are entitled to a set-off for any additional other income benefits that should be taken into account in calculating his long term disability benefits, including, but not limited to, any benefits Plaintiff has received from the Social Security Administration or Workers' Compensation.

215. Defendants reserve the right to assert additional defenses based on information gathered in the course of additional investigation and discovery.

WHEREFORE, DEFENDANTS pray for judgment as follows:

1. That Plaintiff take nothing against Defendants by reason of his Complaint on file herein, that judgment be awarded in favor of Defendants, and against Plaintiff, and that Defendants be dismissed from this action with prejudice;

2. That Defendants be awarded their attorneys' fees incurred herein;

3. That Defendants be awarded their costs of suit; and

4. That the Court grant such other and further relief as it may deem just and proper.

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

Dated: July 21, 2008

By: /s/ Sherida A. Stroble
Attorneys for Defendants
LIFE INSURANCE COMPANY OF NORTH AMERICA and GROUP LONG TERM DISABILITY INSURANCE PLANFOR ADMINISTAFF OF TEXAS INC. AND PARTICIPATING COMPANIES

PROOF OF SERVICE

I, Sherida A. Stroble, declare that:

I am employed in the County of Los Angeles, State of California; I am over the age of 18 years and not a party to the within action; my business address 555 South Flower Street, Los Angeles, California 90071.

On July 21, 2008, I served the following document(s):

DEFENDANTS' ANSWER TO COMPLAINT

on the interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

08cv0893 WQH (RBB) **Notice will be electronically mailed to:**

Thomas M. Monson tommonson@erisa-law.com
Susan L. Horner susanhorner@erisa-law.com

XXX BY ELECTRONIC SUBMISSION ot the document(s) via Portable Document Format (.pdf), byt uploading such documents using the court's CM/ECF system case filing which automatically generates a Notice of Electronic or NEF which allows registered e-filers to retrieve the document(s) automatically.

Executed on July 21, 2008, at Los Angeles, California.

XXX **[FEDERAL]** I declare that I am employed in the office of a member of the bar of this court at whose direction this service was made.

/s/ Sherida A. Stroble
Sherida A. Stroble,
Attorney for Defendants